

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
				1		1	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 13-Nov-2001		4. REQUISITION/PURCHASE REQ. NO. W16ROE-1212-9166		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 31-100 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090		CODE DACW51		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW51-01-B-0028	
				X		9B. DATED (SEE ITEM 11) 11-Oct-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>  1  </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
1. Bid opening hour and date remain unchanged (19 November 2001 @ 11:00 AM Local Time).							
2. The purpose of this amendment is to deleted in its entirety and replaced with the attached revised Section 00800.							
3. Attached response to questions received from bidders are provided for information only.							
4. All other terms and conditions remain unchanged.							
5. All bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: in the space provided on the SF 1442, by separate letter, or by telegram, or by signing block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID. LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR 14.304).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		14-Nov-2001	



**SECTION 00800**  
**SPECIAL CONTRACT REQUIREMENTS**

JOSEPH G. MINISH PASSAIC RIVER WATERFRONT PARK  
AND HISTORIC AREA  
NEWARK, NEW JERSEY  
CONSTRUCTION CONTRACT NO. 2  
STATION 24+48.76 TO STATION 37+10

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**SECTION 00800****SPECIAL CONTRACT REQUIREMENTS****1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

a. The Contractor shall be required to (i) commence work under this contract within 5 calendar days after the date the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and (iii) complete the entire work ready for use, not later than 365 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

b. Location: The site of work is along the Passaic River in the City of Newark, New Jersey.

c. The Contractor shall furnish all labor, materials, equipment and services (except those furnished by the Government) for the following work:

Construction of a new bulkhead and related work, outfall structures and drainage outlets.

d. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction, and instructions.

e. Magnitude of Construction Project: The estimated value of the work is between \$5,000,000 and \$10,000,000.

**2. LIQUIDATED DAMAGES - CONSTRUCTION**

a. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$630 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the Contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$100 per day commencing after 30 days of project transfer

or after date required for project completion (including all extensions), whichever occurs later.

### 3. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS

Notwithstanding the clause of this contract entitled "Subcontracts" the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

### 4. CERTIFICATES OF COMPLIANCE

Any Certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

### 5. BID GUARANTEE

See Bid Guarantee Clause of Section 00700, CONTRACT CLAUSES.

### 6. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

See Contract Drawings, Maps and Specifications Clause of Section 00700, CONTRACT CLAUSES.

SHEET REF. NO.	SHEET NO.	TITLE
CC-MIN-301	1	COVER SHEET AND DRAWING INDEX
CC-MIN-302	2	GENERAL PLAN INDEX
CC-MIN-303	3	HYDROLOGIC DATA
CC-MIN-304	4	GENERAL PLAN-STA. 24+48.76 TO STA. CC-MIN-305
5	5	GENERAL PLAN-STA. 26+26 TO STA. 33+55
CC-MIN-306	6	GENERAL PLAN-STA. 33+55 TO STA. 37+10
CC-MIN-307	7	ALIGNMENT SHEET-STA 0+00 TO STA. 31+21.89
CC-MIN-308	8	ALIGNMENT SHEET-STA. 31+21.89 TO STA. 39+92.06
CC-MIN-309	9	CROSS SECTIONS-STA. 25+00 TO STA. 31+00
CC-MIN-310	10	CROSS SECTIONS-STA. 32+00 TO STA. 37+00
CC-MIN-311	11	BULKHEAD ELEVATIONS-STA. 24+48.76 TO STA. 37+10
CC-MIN-312	12	BULKHEAD SECTIONS-STA. 24+48.76 TO STA.

		28+00
CC-MIN-313	13	BULKHEAD SECTIONS-STA. 28+00 TO STA. 35+00
CC-MIN-314	14	BULKHEAD SECTIONS-STA. 35+00 TO STA. 37+10
CC-MIN-315	15	ANCHOR AND CAP DETAILS
CC-MIN-316	16	BULKHEAD DETAILS
CC-MIN-317	17	OUTFALL STRUCTURE STATION 32+50
CC-MIN-318	18	DRAINAGE OUTLET DETAILS

## 7. RECORD DRAWINGS

a. General: The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.) for the project. The Contractor is required to make prints or mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable. If the Government cannot provide CAD files for the project drawings, mylar (reproducible) drawings will be provided. The contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Progress as-builts shall show the following information, but not limited thereto:

(1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.

(2) The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Hand Drafting: If mylars only are provided to the Contractor, they shall be updated using hand drafting. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.

d. Protection of Records: The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

e. 50% As-Built Update: At the 50% point in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record or mylar drawings to produce required prints.

f. Preliminary Record Drawing Submittal: At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

g. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars only were provided to the Contractor, they shall be hand-lettered

or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

Three (3) CD's (ROM) of CAD files of Record Drawings.  
One (1) set of Mylar Record Drawings  
One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract.

h. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

i. Payment: No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

#### **8. DESIGNATION OF PROPERTY ADMINISTRATOR**

Not Used.

#### **9. PHYSICAL DATA**

Information and data furnished or referred to below are not intended representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for any deduction, interpretation, or conclusion drawn therefrom by the Contractor:

a. Survey and Subsurface Investigations: The physical conditions indicated on the Contract Drawings and the Specifications are the result of site investigations by survey and spoon sampling. While the Government's procedures for subsurface investigations may produce representative information at their respective locations, local variation characteristics of the subsurface materials of this region are to be expected. Should any question or discrepancy arise, the condition should be independently confirmed by the Contractor.

b. Transportation Facilities: Interstate 78, Interstate 95 and New Jersey State Route 21 are located in the vicinity of the Project area. The Contractor shall make his own investigation of available roads for transportation, load limits of bridges and roads, and other road conditions affecting the transportation of materials, equipment, supplies and other facilities to the site. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition at the completion of the Contract. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be the responsibility of the Contractor.



c. Channel Traffic: Vessel traffic in the channels in the Project area consist of small coastal and harbor tankers, occasional tows of scows and barges, and pleasure fishing craft.

#### 10. PAYMENT FOR MATERIALS DELIVERED OFF-SITE

Pursuant to the Contract Clauses in this contract titled "Payments Under Fixed-Price Construction Contracts", materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of materials and labor incorporated into the item.

#### 11. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

a. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8,\* "Construction Equipment Ownership and Operating Expense Schedule," Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified Otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces or equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(\* This manual can be ordered from the Government Printing Office by calling Tel. No. (202) 783-3238. There is a charge for the manual.)

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repair and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an

authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

## **12. ALTERATIONS IN CONTRACT**

Portions of this contract are altered as follows:

Add the following sentence to paragraph "g" of basic contract clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (1984 APR):

"Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted."

## **13. AVAILABILITY AND USE OF UTILITY SERVICES**

The responsibility shall be upon the Contractor to provide and maintain at his own expense adequate supply of electricity, water, and sanitary facilities for his use for construction purposes and the use of his construction forces and to install and maintain necessary supply connections for same, but only at such locations and in such manner as may be approved by the Contracting Officer's representative. Before final acceptance, temporary connections installed by the Contractor shall be removed in a manner satisfactory to the Contractor Officer.

## **14. LAYOUT OF WORK**

a. The Contractor will establish at his own expense the following base lines and bench marks at the site of the work: (Monuments and bench marks as shown in the specifications).

b. From the base lines and bench marks established, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the base lines and bench marks. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor, or through his negligence prior to their authorized removal, they shall be replaced by the Contractor, at his own expense, if directed by the Contracting Officer. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

**15. FIELD OFFICE**

a. The Contractor shall furnish at the job site, prior to the start of work, a 30 feet by 15 feet field office with two (2) offices for the use by Government representatives for the duration of the contract. Field office and contents remain the property of the contractor. The exact location will be designated by the Contracting Officer. The building shall be well constructed and properly ventilated and shall contain a closet and door and windows which shall be capable of being locked, ten (10) new ergonomically-design chairs, one (1) conference table that accommodates eight chairs, one (1) plan rack and drawing board, three (3) desks, and two (2) two-drawer filing cabinets. The Contractor shall also provide adequate electric lighting, minimum 6 duplex electrical receptacles, drinking water, heat, plumbed toilet facilities, air conditioning, janitorial services and maintenance services. In addition the contractor shall make arrangements and pay connection fees and monthly usage for electrical and 3-line telephone service (fax, modem and voice). The field office shall be removed from the project site when and as directed by the Contracting Officer. In addition to the above, the Contractor shall provide the following computer and office equipment, and other items for use by the Government during the contract:

**Hardware:****Personal Computer:**

- Pentium III processor running at 733 MHz or better
  - High speed cache memory controller with at least 512 KB L2 PIPELINE BURST CACHE
  - At least 256MB RAM
  - (1) 3.5" 1.44 MB diskette drives with hard drive controller
  - 10 GB hard drive with access time of 9 ms
  - Sound Card WI SPEAKERS
  - Enhanced 101 keyboard
  - 6 outlet surge protector
  - 17" SVGA high resolution COLOR monitor with refresh rate 75Hz or better
  - Diamond Yiper V770D Video Card or better
  - 3 Buttons Mouse and mouse pad
  - Modem V.90 56KB Baud
  - Internal DVD ROM and CD-RW(Read/Write) Drive
  - Microsoft Windows 2000 Professional Operating System
  - Microsoft Office Suite Professional VERSION 2000 or latest version
  - Lotus Smart Suite and Adobe Acrobat Reader
  - Signature card reader: Gradkell Computer Inc. Part # 050-0300
- Description: Argus 300 (card reader and PCI adapter package) for cefms.  
Phone # (256) 722-8585 X37 (Mr. Wayne Wright).

Antivirus software and periodic updates.

- Printer: Hewlett Packard Laserjet 4100 Series Printer or equivalent Laserjet Printer.

Copier: Plain-paper, desktop, autofeed, monochrome, 10 copies per minute.

Fax Machine: Monochrome, minimum feed (3) - 8 1/2x11 inch pages per minute. Capable of receiving on plain white bond paper.

Telephones: Two (2) separate 2-Line phones compatible with phone service. One installed in each office of the office trailer.

Telephone Answering Machine: Standard, compatible with standard telephone line and local service.

First Aid Kit: As a minimum the kit will include antiseptic kit, eyewash solution, bandages, insect sting medication, aspirin and acetaminophen, and coldpack.

Fire Extinguisher: Type as required for a trailer the same size as office.

Digital Camera: The digital camera shall be a Kodak DC260 or equal with carrying case and supporting software, capable of running on the Contractor supplied personal computer.

b. The Contractor, at its option, may furnish a trailer with equivalent square footage, not less than 20 feet long. The trailer shall be approved by the Contracting Officer and shall have the facilities and be serviced as specified above for the field office.

c. No separate payment will be made for providing the above items and all costs in connection therewith will be considered the obligation of the Contractor.

#### Computer Security Requirements:

The Contractor will agree to accept responsibilities and comply with procedures indicated below in connection with the furnishing of Contractor-owned computers for use by Government personnel in accordance with contract requirements.

a. The computers must be dedicated exclusively for Government use. Contractor will not use any computer it supplies which is designated for use by the Government. Contractor will assure that the Central Processing Unit (CPU) is electronically isolated from the Contractor's and not inter-connected via Local Area Network (LAN).

b. Normal access to the computer shall be restricted to Corps of Engineers personnel. The Contractor shall supply a separate lockable trailer where the computers are to be set up. The Contractor must immediately notify Government personnel when emergency access to the trailer was exercised by non-Government individuals, and what the circumstances were.

c. If the CPU hard drive fails, the Government will furnish an equivalent hard drive to the owner of the computer, and the old hard drive will be returned to the Government. The Contractor shall not remove any hard drive nor proceed with any repair of the computer unless an authorized Government employee witnesses and approves of the repair.

d. At the time of return of the computer, the Contractor will allow the Government to first remove all information from the hard drive.

e. The Contractor agrees to provide a written certification signed by an authorized officer of the company agreeing to the above policy.

#### 16. BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to

all and legible copies of the aforementioned data shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

#### **17. QUANTITY SURVEYS**

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer's representative.

#### **18. SUPERINTENDENCE OF SUBCONTRACTORS**

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause titled, "SUPERINTENDENCE BY THE CONTRACTOR".

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

#### **19. SCHEDULING AND DETERMINATION OF PROGRESS**

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section "PROJECT

## SCHEDULE".

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedules which the Contractor is required to prepare and submit, shall the actual progress to be entered include or reflect any materials which even though on the site, are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clauses, PAYMENT UNDER FIXED- PRICE CONSTRUCTION CONTRACTS. The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

**20. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS**

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FLXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The contractor shall submit his request for payment by submission of a proper invoice to the office or Person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:

(1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

(2) A properly completed Eng Form 93 and 93a (where required).

(3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

(4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship

I hereby certify, to the best of my knowledge and belief, that --

(a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and

(c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(d) All required prime and subcontractor payrolls have been submitted.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the preconstruction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the contractor in accordance

with the following time frames:

(1) Progress Payments - From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

## **21. PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (JAN 1997)**

Not Used

## **22. SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. claims referencing or mentioning the Contracting Disputes Act of 1978
- b. requests for a written decision by the Contracting Officer
- c. claims certified in accordance with the Contract Disputes Act of 1978

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

## **23. PROGRESS PAYMENTS**

Progress Payments made pursuant to the PAYMENTS TO CONTRACTOR clause for any item of work in the bid schedule shall be based on the contract unit price or lump sum amount set forth in the bid schedule for that item of work.

If the amount of the unit price or lump sum bid for any item of work is in excess of 125% of the Government estimate for such item, the Contracting Officer may require the contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer may result in payment of an amount equal to 125% of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance



of all contract work.

#### **24. PERFORMANCE EVALUATION OF CONTRACTOR**

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be SF 1421, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DoD Contracting Officers for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

#### **25. SAFETY AND HEALTH REQUIREMENTS MANUAL**

The Contractor shall comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385- 1-1, in effect on the date of the solicitation. The latest edition, as referenced in the Accident Prevention Clause of the CONTRACT CLAUSES, is dated 3 September 1996. Changes of EM 385-1-1 are available at <http://www.hg.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Before commencing the work, the Contractor shall - (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

#### **26. AUTHORIZED CONSTRUCTION AREA AND TRESPASSING**

The Contractor shall not inflict damage upon land and properties outside the authorized construction area by unwarranted entry upon, passage through, damage to, or disposal of, material on such land or property. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the contract area. If such an agreement is made, it shall be in writing and a copy shall be furnished the Contracting Officer. The Contractor shall hold and save the Government, its officers, and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations.

#### **27. DAMAGE TO WORK**

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the contract clause entitled "PERMITS AND RESPONSIBILITIES". However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by

flood, earthquake, hurricane, severe coastal storm or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump-sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment, pursuant to Contract Clause entitled CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are not applicable contract unit or lump-sum prices. Except as herein provided, damage to all work, utilities, materials, equipment, and plant, including temporary construction and utilities, pavements, and other property along the routes used by the Contractor's pipelines and/or land vehicles, shall be repaired to the satisfaction of the Contracting Officer, the State of New Jersey, and the utilities companies, at the contractor's expense regardless of the cause of such damage.

## **28. ENVIRONMENTAL LITIGATION**

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

## **29. LABOR-ADDITIONAL REQUIREMENTS**

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

## **30. CRANE AND DRAGLINE SAFETY REQUIREMENTS**

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the U. S. Corps of Engineers Manual, "Safety and Health Requirements", EM 385-1-1, dated 3 September 1996, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from failing free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating

the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

All cranes shall have a red strobe light and two flags attached to the end of the boom. The flags shall be 18-inches square and international orange in color. The strobe does not need to be flashing during daylight hours or when the boom is lowered to the ground at night. The strobe shall be flashing when operating during weather in which visibility is reduced or when operating at night. The strobe shall remain flashing if the boom remains elevated at night.

### **31. SIGNAL LIGHTS**

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

### **32. ACCESS AREA**

Areas designated on the drawings as "Access to Work Area" shall be used by the Contractor solely for the purpose of access to and from the "Work Limits". The Contractor shall arrange his use of these access areas so as to minimize interference with the property owners' (or user's) access or normal use.

### **33. TIME EXTENSIONS**

a. Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

b. Time Extensions for Unusually Severe Weather.

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(7)	(6)	(7)	(5)	(6)	(5)	(6)	(5)	(5)	(4)	(4)	(6)

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

#### **34. VEHICULAR AND OTHER TRAFFIC CONTROL**

The Contractor shall be required to provide and maintain barriers, flagmen and warning devices during construction and hauling operations which may interfere with vehicular and other traffic. The Contractor shall also be required to effect necessary traffic control as required by the appropriate agencies. All safety precautions shall be subject to the approval of the Contracting Officer.

#### **35. STORAGE AREAS**

The Contractor may store his required materials and equipment within the "Work Limits" shown on the drawings. No storage will be allowed outside the designated work limits. The Contractor may make his own arrangements with parties or agencies involved for storage areas outside the work limits.

#### **36. CONTRACTOR'S AREA USE PLAN**

Not Used.

### **37. VERIFICATION OF SMALL BUSINESS UTILIZATION**

a. This clause is applicable to small business concerns whose contracts exceed \$ 1,000,000.

b. In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small businesses and small disadvantaged businesses.

c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.

d. The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph (d).

### **38. PRECONSTRUCTION CONFERENCE**

a. A pre-construction conference will be arranged by the Contracting Officer, or his Representative, after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference the Contractor will be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work.
- Accident Prevention Plan. (See Accident Prevention Clause in Section 00700 and paragraph 25 of this Section concerning Safety and Health Requirements Manual)
- Quality Control Plan. (See Section 01451)
- Letter appointing Superintendent.
- List of subcontractors, if any.

### **39. COORDINATION CONFERENCES**

Routine coordination conferences will be scheduled by the Contracting Officer throughout the life of this contract. Coordination conferences will be held to discuss contract administration, Contractor quality control, phasing, scheduling, and other aspects relating to this construction. The Corps of Engineers and the Contractor will be represented at each of these meetings. Similar information concerning replacement personnel shall be forwarded to the Contracting Officer, should any replacement be required at any time during the life of this contract. Coordination conferences will be scheduled to occur on a weekly basis.

### **40. CONTRACTOR WORKING HOURS**

Unless specifically authorized by the Contracting Officer, contract work shall be restricted to the hours of 7:00 A.M. to 6:00 P.M., Mondays through Saturdays. No work will be permitted on Sundays and Federal and State legal holidays. The Contractor shall comply with paragraph 01.c.04 of EM 385-1-1, the U.S. Army Corps of Engineers Safety and Health Requirements Manual, in effect on the date of this solicitation.

#### **41. PARTNERSHIP IMPLEMENTATION PLAN**

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation would be required. The Contractor shall retain the services of a facilitator with experience as a Partnering Consultant. The facilitator satisfactory to both parties shall be hired who would be responsible to arrange for an offsite location, provide all workshop materials, and compile and distribute a completed partnering agreement to all participants within 30 days of the partnering session. Conference site location will be coordinated with the Contracting Officer for approval. Contractor should plan for the attendance of approximately 10-12 individuals from the Government, 5-7 representatives from the City of Newark, 3-5 individuals from the State of New Jersey, in addition to the Contractor's and Sub-contractor's personnel. All costs associated with partnership implementation will be borne by the Contractor. It is anticipated that the initial partnership conference will require the facilitator and a conference site. After the initial meeting, monthly partnership meetings will be hosted by the Contractor at the project site.

#### **42. GOVERNMENT RESIDENT MANAGEMENT SYSTEM**

The Government will utilize an in-house contract administration program entitled "Resident Manage System" (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. See Section 01312 "Resident Management System" for requirements.

#### **43. CONSTRUCTION PROJECT SIGNS AND PUBLIC SAFETY SIGN**

The Contractor shall construct three signs, one for project identification, one to show on-the-job safety performance, and one public safety sign. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected within 15 calendar days after the date of Notice to Proceed. The project identification and safety performance signs are to be displayed side by side and mounted for reading by passing viewers. The public safety sign shall be the same size as the project signs.

Exact placement location will be designated by the Contracting Officer. Panels are fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflecting vinyl. All legends are to be die-cut or computer-cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

The Contractor shall maintain the signs in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

**44. BARGES FOR CONTAMINATED RIVER SEDIMENT MATERIAL EXCAVATED FROM MEAN HIGH TIDE**

The Contractor may elect to utilize barges to transport contaminated river sediment material excavated from below mean high tide (see Section 02226). The barge should be of solid hull construction, or if it is a split hull, the seam must be sealed with concrete, epoxy or by other means to eliminate accidental release of the excavated material. The barge should be covered at all times when dredged material is not being actively added to or removed from the barge. The Contractor shall transport the filled barge to an off-loading site. The barge will have a wire mesh screen with openings measuring six inches by six inches to remove solid waste. Solid waste that doesn't pass through the screen shall be disposed of off-site, at approved landfills, in accordance with all Federal, State and local regulations. If the Contractor elects to utilize barges, additional excavation may be required to facilitate barge access. The provisions of Section 02226 for the excavation, transport, treatment, and disposal of contaminated material would pertain to this additional excavation at no cost to the Government.

**45. IDENTIFICATION OF DISPOSAL FACILITY OR PROCESSING AND TREATMENT FACILITY FOR EXCAVATED CONTAMINATED RIVER SEDIMENT**

Prior to the start of construction, the contractor shall be responsible for the identification of a suitable disposal facility or processing and treatment facility which can accept the contaminated river sediment to be excavated from the project area. The contractor shall be responsible to obtain approval from the State of New Jersey, Department of Environmental Protection, Office of Dredging and Sediment Technology, in accordance with the State Water Quality Certification and Coastal Zone Consistency Statement, for use of the approved facility. The contractor shall also be responsible to receive approval from the Contracting Officer for use of the selected facility. Identification of the facility to be used should be coordinated with the Work Plan discussed in Section 02226.

**46. TIMES FOR EXCAVATION OF CONTAMINATED MATERIAL**

In conjunction with the siltation control measures (Section 02275), excavation of contaminated material (Section 02226) will be restricted to times of low tide on exposed mud flats.

**47. INSURANCE PROCURED BY CONTRACTOR**

a. The Contractor shall procure and maintain during the entire period of this performance under this contract the attached insurance policies:

(1) Commercial General Liability Insurance in limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, personal injury and property damage, including but

not limited to coverage for Broad Form Property Damage. Such coverage shall not contain any environmental exclusion clause and there shall be no exclusions for property damage arising out of explosion, collapse or underground property damage hazards and no exclusion for waterfront activities.

(2) The policies described above shall be endorsed (i) to include The City of Newark, Newark Housing Authority, and the State of New Jersey as additional insured and (ii) to provide that notice of an occurrence to the insurance company from any insured shall serve as notice from all insured.

(3) Comprehensive Automobile Liability Insurance in limits of not less than five million dollars combined single limit per occurrence for bodily injury, death, and property damage covering all owned, non-owned and hired vehicles in connection with the work to be performed in connection with this permit.

(4) Certificates of Insurance evidencing the issuance of all insurance required hereby, and guaranteeing at least thirty (30) days prior notice to the Government of cancellation or non-renewal, shall be delivered to The New Jersey Department of Environmental Protection, City of Newark, and Newark Housing Authority prior to entry of the Government's contractors upon the project area, or, in the case of new or renewal policies replacing any policies expiring during the period, no later than thirty (30) days before the expiration dates of such expiring policies.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substances of this clause, including paragraph c., in all subcontracts hereunder.

#### **48. LABOR SURPLUS AREA EXPENDITURE REQUIREMENTS**

a. The site of the construction work is located in an area determined by the Secretary of Labor to be a Labor Surplus Area. Accordingly the Contractor hereby agrees to perform a substantial portion of the contract work in this or in any other labor surplus area. "Substantial portion" means the aggregate costs that will be incurred by the Contractor and his first-tier subcontractors and suppliers, on account of manufacturing, production, or services performed in this or any labor surplus area, and the costs that will be incurred by second-tier and lower-tier subcontractors on the construction site will exceed fifty percent (50%) of the price of this contract.

b. Upon request, the Contractor shall furnish to the Contracting Officer data to substantiate that this obligation is satisfied.

c. The Contracting Officer will furnish upon request a list of labor surplus areas.



**49. CONTINUING CONTRACT**

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservation of funds from future appropriations. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payment to the Contractor" clause or any other clause of this contract.

b. (1) The sum of \$3,000,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds will be reserved for this contract.

(2) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (d) and (e) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient funds therefor.

c. (1) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor in writing of any additional funds reserved for the contract.

(2) If earnings will be such that funds reserved for the contract will be exhausted before the end of the fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during the fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

d. (1) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Policy Law 92-41, 85 STAT 97, for the Renegotiation Board, as in effect on the first day of the delay in such payment.

(2) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(3) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

e. If, upon expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at anytime before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such termination shall be considered a termination for the convenience of the Government.

f. If at any time it becomes apparent that funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

**50. AFFIRMATIVE PROCUREMENT PROGRAM (CONSERVATION & RECOVERY ACT 1976)**

Contractor should refer to the Recovered Material Advisory Notice (RMAN)  
Website: [www.epa.gov/cpg](http://www.epa.gov/cpg) for specifications and manufacturers of recovered materials.

END OF SECTION 00800

## PROJECT IDENTIFICATION SIGN CIVIL PROJECT

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel in the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full corps Signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.

**SAMPLE:**

**Legend Group 1:** One to two-line description of Corps relationship to project  
Color: white  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 19"

**Legend Group 2:** Division or District Name (optional, Place below 10.5" Reverse Signature (6" Castle)  
Color: white  
Typeface: 1.25" Helvetica Regular

**Legend Group 3:** One-to three-line project title legend describes the work being done under this contract.  
Color: Black  
Typeface: 3" Helvetica Bold  
Maximum line length: 42"

**Legend Group 4:** One-to two-line identification of project or facility (civil works) or name of sponsoring department (military).  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

Cross-align the first of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

**Legend Group 5a-b:** One-to-five line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.  
Color: Black  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 21"

All typography is flush left and rag right upper and lower case with initial capitals only as shown.  
Letter and word spacing to follow Corps standards as specified in \* Appendix D

**Sign Dimensions (inches):**

Sign Type	Legend	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6'	4' x 4'	HDO-3	48"	WH-RD/BK

(Dimensions are in inches)

Show non-Federal local partner's name and logo:  
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

\* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.  
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## SAFETY PERFORMANCE SIGN

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Group 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown. Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347 Typeface: 3" Helvetica Bold Color: Black

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

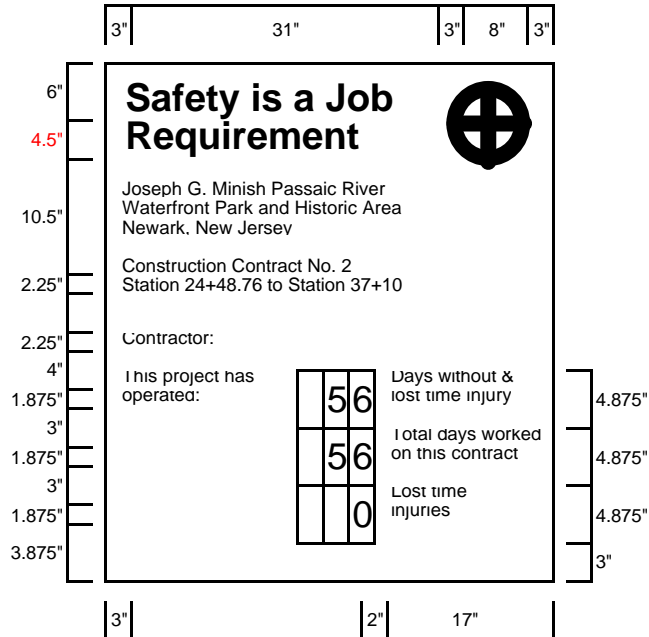
Legend Group 3: One - to two-line identification: name of prime contractor and city, state address. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown. Color: Black

Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060: aluminum plates and screw-mounted to background. Color: Black Typeface: 3" Helvetica Regular Plate size: 2.5"x.5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D. \*

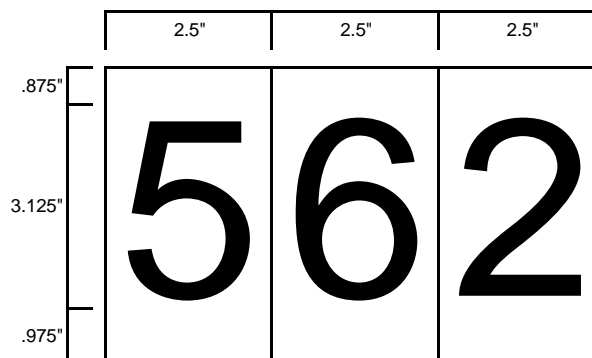


Dimensions inches.

See attached sheet for fabrication and mounting guidelines.

\* Refer to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

Sign Type	Legend Size	Panel Size	Post Size	Specifications Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4"x4"	4"x4"	HDO-3	48"	WH/BK-GR



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# US ARMY

CORPS of ENGINEERS New York District



RED CASTLE

Joseph G. Minish Passaic River  
Waterfront Park and Historic Area

Construction Contract No. 2  
Station 24+48.76 to Station 37+10  
Newark, New Jersey

CONTRACTOR:

FUNDED BY: FEDERAL % LOCAL %

COMPLETION DATE:

## FOR YOUR SAFETY

1. DO NOT ENTER DESIGNATED WORK AREAS
2. OBEY ALL VILLAGE REGULATIONS CONCERNING  
PROHIBITED BEACH ACTIVITIES

RED LETTER

DISTRICT ENGINEER COL JOHN B. O'DOWD

PUBLIC SAFETY SIGN

# Fabrication and Mounting Guidelines

As Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on the attached sheets.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDD specifications provided in Appendix B. \*\*

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on the attached sheets.

The 2'x4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5"). \*\*

Drill and Insert six (6) .375" T-nuts from the front face of the HDD sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

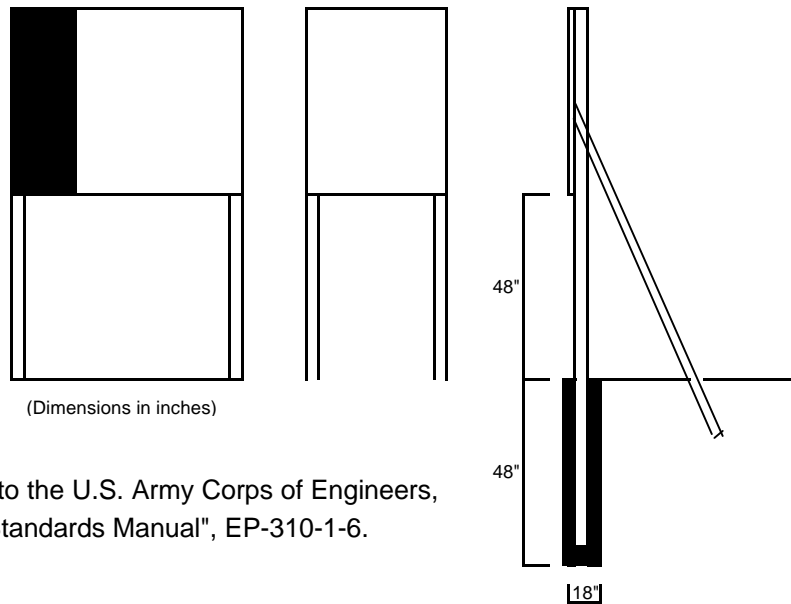
Apply graphic panel to prepared HDD plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4"x4" treated Douglas Fir or Southern Yellow Pine. No.1 or better. Post to be 12" long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4"x.375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4" hole. Local soil conditions and/or wind loading may require bolting additional 2"x4" struts on inside face of uprights to reinforce installation as shown.

Detailed specifications for HDD plywood panel preparation are provided in Appendix B. \*\*

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.



\*\* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-6.

## Construction Project Sign Legend Group 1: Corps Relationship

1. \_\_\_\_\_
2. \_\_\_\_\_

## Legend Group 2: Division/District Name

1. \_\_\_\_\_
2. \_\_\_\_\_

## Legend Group 3: Project Title

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## Legend Group 4: Facility Name

1. \_\_\_\_\_
2. \_\_\_\_\_

## Legend Group 5a: Contractor/A&E

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## Legend Group 5b: Contractor /A&E

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## Safety Performance Sign Legend Group 1: Project Title

1. \_\_\_\_\_
2. \_\_\_\_\_

## Legend Group 2: Contractor/A&E

1. \_\_\_\_\_
2. \_\_\_\_\_

IFB No. DACW51-01-B-0028

AMENDMENT NO. 0003

Bid opening hour and date remain unchanged (19 November 2001 @ 11:00 A.M.).

1. The following changes shall be made to the specifications:

Specifications

1. Section 00800, Special Contract Requirements, is deleted in its entirety and replaced with the attached revised Section 00800.

2. The following are responses to questions received from bidders and are provided for information only.

Question No. 1: Apparently the soil borings indicate rock at ~60ft. below grade. On a 45degree angle, the anchor goes a horizontal distance equal to the vertical depth. This extends beyond the 40 foot limit according to the specs. Plus the bonded zone must be in rock since water testing is stated in the specs. According to the contract drawings, these anchors appear to be soil anchors (as based on soil borings as well) and not rock anchors.

Response: The anchors should be in accordance with the bid documents.

Question No. 2: Section 00800, paragraph 1.d. Please provide reference DoD FAR Supplement 52.236-7014.

Response: DoD FAR Supplement 52.236-7014 has been deleted. See revised Section 00800.

Question No. 3: Section 03425, page 6, 2.1.1. 1. Portland Cement shall be Type V. We have asked our cement supplier about availability. After checking, they have reported that there is non available on the east coast. Can this be changed to type II or type III with corrosion inhibitor?

Response: Specifications remain unchanged. Portland Cement Type V has been determined to be available within a reasonable distance to the project site.

3. This amendment shall be attached to the specifications and shall be a part thereof.